

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	Chapter 11
CORE SCIENTIFIC, INC., et al.,	§	Case No. 22-90341 (DRJ)
	§	(Jointly Administered)
Debtors.¹	§	
	§	

**ORDER GRANTING DEBTORS' MOTION
FOR PARTIAL SUMMARY JUDGMENT WITH RESPECT TO
PROOF OF CLAIM NOS. 425 AND 497 FILED BY CELSIUS MINING LLC**

Debtors Core Scientific Operating Company f/k/a Core Scientific, Inc. (“Core”) and its debtor affiliates, as debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), move for partial summary judgment (the “**Motion**”) on their objection (the “**Objection**”) to Proofs of Claim Nos. 425 and 497 filed by Celsius Mining LLC.

After considering the Motion and exhibits, any response and reply thereto, it is

HEREBY ORDERED THAT:

1. The Debtors’ total liability to Celsius, if any, is contractually limited to one-months fee.
2. The amount of the one-months fee shall not exceed \$5.7 million.
3. The governing contract precludes Celsius from recovering lost profits, loss of business, loss of revenues, loss, interruption or use of data or loss of use of Celsius equipment;

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific, Inc. (3837); Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526); Radar Relay, Inc. (0496); Core Scientific Specialty Mining (Oklahoma) LLC (4327); American Property Acquisition, LLC (0825); Starboard Capital LLC (6677); RADAR LLC (5106); American Property Acquisitions I, LLC (9717); and American Property Acquisitions, VII, LLC (3198). The Debtors’ corporate headquarters and service address is 210 Barton Springs Road, Suite 300, Austin, Texas 78704.

any consequential, or indirect damages; or cost of cover, incidental, special, reliance or punitive damages.

4. The following claims asserted by Celsius in Proofs of Claim Nos. 425 and 497 are **HEREBY DISALLOWED**: (1) prepetition breach of contract claim (\$111,998,000); (2) postpetition, pre-rejection breach of contract claim (\$1,497,000); (3) contract rejection damages claim (\$194,104,000).

5. This Court retains exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: _____, 2023

Houston, Texas

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE